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Litigation Finance Fund International SP*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

INFINITY CAPITAL MANAGEMENT, INC.

Debtor.

Case No. 21-14486-abl

Chapter 7

HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP,

Plaintiff,

v.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Defendant.

Adversary Case No. 21-01167-abl

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Counter-Plaintiff,

v.

HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP; ROBERT E. ATKINSON,
CHAPTER 7 TRUSTEE

Counter-Defendants.

Hearing Date: May 12, 2022

Hearing Time: 9:30 a.m.

ROBERT E. ATKINSON, CHAPTER 7
TRUSTEE,

Counter-Claimant

v.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Counter-Defendant

**STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF HASELECT-MEDICAL
RECEIVABLES LITIGATION FINANCE FUND INTERNATIONAL SP'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to LR 7056, Plaintiff/Counter-Defendant HASElect-Medical Receivables Litigation Finance Fund International SP ("HASElect") submits the following statement of undisputed facts in support of its Motion for Partial Summary Judgment as to its superior priority security interest in certain of the accounts receivable that Defendant/Counter-Plaintiff Tecumseh-Infinity Medical Receivables Fund, LP ("Tecumseh") claims to have acquired from Debtor Infinity Capital management, Inc. ("Infinity" or "Debtor"):

	HASELECT'S UNDISPUTED FACTS AND SUPPORTING EVIDENCE	TECUMSEH'S RESPONSE AND SUPPORTING EVIDENCE
1.	Beginning in February 2019, HASElect made a series of loans to Infinity that were documented through various written loan agreements and promissory notes through which Infinity pledged substantially all of its personal property, including accounts receivable, to HASElect as collateral for such loans. <i>See Declaration of Michael Griffin (the "<u>Griffin Declaration</u>") ¶ 5, submitted herewith.</i>	
2.	HASElect perfected its security interest in all of Infinity's personal property through the filing of a UCC-1 with the Nevada Secretary of State on February 19, 2019.	

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1		<i>See id.</i> at ¶ 6; <i>see also</i> UCC-1 filing submitted as <u>Exhibit 2</u> .	
2	3.	On or about December 18, 2019, HASelect, which was then doing business under the name HASelect-FTM Medical Receivables Litigation Finance Fund SP, and Infinity entered into a Second Amended & Restated Loan and Security Agreement and Promissory Note (together with all prior and related loan documents, the “ <u>MLA</u> ”), which amended and superseded all prior written loan agreements and promissory notes entered into between HASelect and Infinity.	
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9		<i>See</i> Griffin Declaration, ¶ 7; <i>see also</i> MLA submitted as <u>Exhibit 1</u> .	
10	4.	HASelect holds a perfected security interest in substantially all of Infinity’s personal property (as defined in § 4.1 of the MLA, the “ <u>Collateral</u> ”).	
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13		<i>See id.</i> at § 4.1.	
14	5.	Pursuant to the MLA, Infinity agreed to use the loan proceeds it received from HASelect to purchase accounts receivable from medical providers.	
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17		<i>Id.</i> at § 3.2.	
18	6.	Such accounts receivable generally arose from medical treatment or prescription medication provided to individuals who were injured in accidents and had asserted personal injury claims against third parties. These accounts receivable are secured by liens against these personal injury claims and are typically paid at the time the personal injury claims are settled.	
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24		<i>See</i> Griffin Declaration, ¶ 11.	
25	7.	Infinity purchased these accounts receivable pursuant to contracts it entered into directly with various medical providers.	
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28		<i>See</i> Infinity’s Amended Schedule G filed in the chapter 7 case at ECF No. 91.	

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1	8.	In addition to the contracts Infinity entered into with the sellers of the accounts receivable, Infinity also received direct assignments of the individual personal injury claimants' rights to recovery.	
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5		<i>See</i> Excerpts from Transcript of November 9, 2021 Rule 2004 Examination of Anne Pantelas (the " <u>Pantelas Transcript</u> ") submitted herewith as <u>Exhibit 4</u> , pp. 66-67.	
6			
7	9.	To ensure that HASElect received a perfected, first-priority security interest in all accounts receivable purchased by Infinity (as well as all other Collateral), HASElect required that Infinity use part of loan proceeds advanced by HASElect to repay and retire a prior secured debt owed to Law Finance Group, LLC, which had similarly advanced funds to Infinity for the purchase of accounts receivable.	
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12		<i>See</i> Pantelas Transcript (<u>Exhibit 4</u>), pp. 82-83.	
13			
14	10.	HASElect also required that Infinity apply an electronic stamp to certain documents associated with its accounts receivable to identify the accounts receivable as HASElect's Collateral.	
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18		<i>See</i> Hemmers Transcript (<u>Exhibit 3</u>), pp. 108-110; Exhibit 18 to Hemmers Transcript (February 26, 2019 email chain discussing electronic stamping of documents as HASElect collateral).	
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21	11.	From February 2019 through April 2020, HASElect advanced loan proceeds totaling approximately \$13.7 million to Infinity, which was obligated under the MLA to use such proceeds to purchase accounts receivable.	
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25		<i>See</i> Griffin Declaration, ¶ 13.	
26	12.	On or about June 18, 2020, Infinity and Tecumseh entered into a Sub-Advisory Agreement (the " <u>Sub-Advisory Agreement</u> ") under which Infinity agreed, among other things, to "assist [Tecumseh] in acquiring an	
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1	interest in medical receivables in connection with personal injury cases” in exchange for	
2	which Tecumseh agreed to pay Infinity a	
3	20% fee at the time of acquisition as well as	
4	15% of the net profit earned on each such	
5	account receivable at the time of collection	
6	<i>See</i> Sub-Advisory Agreement on file in	
7	Infinity’s chapter 7 case at ECF No. 59-3. A	
8	copy of the Sub-Advisory Agreement is	
9	submitted herewith as <u>Exhibit 5</u> ; <i>see</i> Sub-	
10	Advisory Agreement, Exhibit A, § 1(a) and	
11	Exhibit B §§ (a)-(b)	
12	13. Upon signing the Sub-Advisory Agreement,	
13	Infinity began preparing to transfer accounts	
14	receivable in which HASelect held a	
15	perfected, first-priority security interest to	
16	Tecumseh by, among other things, removing	
17	the electronic stamps that identified such	
18	accounts receivable as HASelect’s	
19	Collateral.	
20	<i>See</i> Hemmers Transcript (<u>Exhibit 3</u>), pp. 61,	
21	110-112; Exhibit 25 to Hemmers Transcript	
22	(June 23, 2020 emails from Oliver Hemmers	
23	to Endre Debozy confirming removal of	
24	electronic stamps).	
25	14. Within a few days after signing the Sub-	
26	Advisory Agreement, Infinity began selling	
27	accounts receivable in which HASelect held	
28	a perfected, first-priority security interest to	
	Tecumseh without HASelect’s knowledge or	
	consent and in violation of Infinity’s	
	contractual obligations under the MLA.	
	<i>See</i> Hemmers Transcript, pp. 110-114 (“Q:	
	And it may have not been clear earlier, but I	
	believe I asked you if any accounts in which	
	HASelect held a security interest were sold	
	to any other party, and I thought you had told	
	me no. So just -- A: Under the blanket	
	UCC[?] Q: Yes, under the blanket UCC. A:	
	Yeah. In that case the Tecumseh receivables	
	were the only ones that fall in that	
	category.”); <i>see also</i> Griffin Declaration, ¶	
	15	
	15. On June 19, 2020, Tecumseh issued a	
	Receivables Purchase Order to Infinity (the	
	“1-A Purchase Order”) identifying	

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1	approximately 258 separate accounts receivable (the “ <u>1-A Accounts</u> ”) it intended to purchase from Infinity for a total price of \$294,465.70.	
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4	The 1-A Purchase Order was filed in Infinity’s chapter 7 case at ECF No. 201-4 and designated as “Exhibit D-1”. A copy of the 1-A Purchase Order is submitted herewith as <u>Exhibit 6</u> .	
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7	16. On June 26, 2020, Tecumseh wired the \$294,465.70 purchase price for the 1-A Accounts to Infinity’s Nevada State Bank account ending in 8480.	
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10	<i>See</i> Infinity’s Nevada State Bank account ending in 8420 dated June 30, 2020 is submitted herewith as <u>Exhibit 7</u> .	
11		
12	17. That same day, Infinity executed an Assignment and Bill of Sale by which it sold and assigned the 1-A Accounts to Tecumseh.	
13		
14	<i>See</i> June 26, 2020 Assignment and Bill of Sale for the 1-A Accounts is submitted herewith as <u>Exhibit 8</u> .	
15		
16	18. On July 13, 2020, Tecumseh issued a second Receivables Purchase Order to Infinity (the “ <u>1-B Purchase Order</u> ”) identifying approximately 59 separate accounts receivable (the “ <u>1-B Accounts</u> ”) it intended to purchase from Infinity for a total price of \$90,008.34.	
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21	The 1-B Purchase Order was filed in Infinity’s chapter 7 case at ECF No. 201-5 and designated as “Exhibit D-2”. A copy of the 1-B Purchase Order is submitted herewith as <u>Exhibit 9</u> .	
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23		
24	19. On July 23, 2020, Infinity executed an Assignment and Bill of Sale by which it sold and assigned the 1-B Accounts to Tecumseh.	
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26		
27	<i>See</i> July 23, 2020 Assignment and Bill of Sale for the 1-B Accounts submitted herewith as <u>Exhibit 10</u> .	
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1	20.	The following day, Tecumseh wired the \$90,008.34 purchase price for the 1-B Accounts to Infinity's Nevada State Bank account ending in 8480.	
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4		<i>See</i> monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated July 31, 2020 submitted herewith as <u>Exhibit 11</u> .	
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6	21.	On August 11, 2020, Tecumseh issued a third Receivables Purchase Order to Infinity (the " <u>1-C Purchase Order</u> ") identifying approximately 120 separate accounts receivable (the " <u>1-C Accounts</u> ") it intended to purchase from Infinity for a total price of \$178,056.19.	
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11		The 1-C Purchase Order was filed in Infinity's chapter 7 case at ECF No. 201-6 and designated as "Exhibit D-3". A copy of the 1-C Purchase Order is submitted herewith as <u>Exhibit 12</u> .	
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13			
14	22.	On August 12, 2020, Infinity executed an Assignment and Bill of Sale by which it sold and assigned the 1-C Accounts to Tecumseh.	
15			
16		<i>See</i> July 23, 2020 Assignment and Bill of Sale for the 1-C Accounts submitted herewith as <u>Exhibit 13</u> .	
17			
18	23.	On August 12, 2020, August 13, 2020, and August 27, 2020, Tecumseh sent three wire transfers totaling the \$178,056.19 purchase price for the 1-C Accounts to Infinity's Nevada State Bank account ending in 8480.	
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22		<i>See</i> monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated August 31, 2020 submitted herewith as <u>Exhibit 14</u> .	
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24	24.	On August 28, 2020, Tecumseh issued a fourth Receivables Purchase Order to Infinity (the " <u>1-D Purchase Order</u> ") identifying approximately 1,465 separate accounts receivable (the " <u>1-D Accounts</u> ") it intended to purchase from Infinity for a total price of \$114,323.03.	
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1		The 1-D Purchase Order was filed in	
2		Infinity's chapter 7 case at ECF No. 201-7	
3		and designated as "Exhibit D-4". A copy of	
4		the 1-D Purchase Order is submitted	
5		herewith as <u>Exhibit 15</u> .	
6	25.	On September 10, 2020, Infinity executed an	
7		Assignment and Bill of Sale by which it sold	
8		and assigned the 1-D Accounts to Tecumseh.	
9		<i>See</i> September 10, 2020 Assignment and Bill	
10		of Sale for the 1-D Accounts submitted	
11		herewith as <u>Exhibit 16</u> .	
12	26.	On August 31, 2020 and September 11,	
13		2020, Tecumseh sent two wire transfers	
14		totaling the \$114,323.33 purchase price for	
15		the 1-D Accounts to Infinity's Nevada State	
16		Bank account ending in 8480.	
17		<i>See</i> monthly account statements for Infinity's	
18		Nevada State Bank account ending in 8420	
19		dated August 31, 2020 (<u>Exhibit 16</u>) and	
20		September 30, 2020 submitted herewith as	
21		<u>Exhibit 17</u> .	
22	27.	On September 15, 2020, Tecumseh issued a	
23		fifth Receivables Purchase Order to Infinity	
24		(the "1-E Purchase Order") identifying	
25		approximately 196 separate accounts	
26		receivable (the "1-E Accounts") it intended	
27		to purchase from Infinity for a total price of	
28		\$203,469.67.	
		The 1-E Purchase Order was filed in	
		Infinity's chapter 7 case at ECF No. 201-8	
		and designated as "Exhibit D-5". A copy of	
		the 1-E Purchase Order is submitted herewith	
		as <u>Exhibit 18</u> .	
	28.	On September 16, 2020, Infinity executed an	
		Assignment and Bill of Sale by which it sold	
		and assigned the 1-E Accounts to Tecumseh.	
		<i>See</i> September 16, 2020 Assignment and Bill	
		of Sale for the 1-E Accounts submitted	
		herewith as <u>Exhibit 19</u> .	
	29.	On September 16, 2020, Tecumseh wired the	
		\$203,467.67 purchase price for the 1-E	

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1	Accounts to Infinity's Nevada State Bank account ending in 8480.	
2		
3	<i>See</i> monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated September 30, 2020 submitted herewith as <u>Exhibit 17</u> .	
4		
5	30. On September 22, 2020, Tecumseh issued a sixth Receivables Purchase Order to Infinity (the " <u>1-F Purchase Order</u> ") identifying approximately 332 separate accounts receivable (the " <u>1-F Accounts</u> ") it intended to purchase from Infinity for a total price of \$481,023.10.	
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10	The 1-F Purchase Order was filed in Infinity's chapter 7 case at ECF No. 201-9 and designated as "Exhibit D-6". A copy of the 1-F Purchase Order submitted herewith as <u>Exhibit 20</u> .	
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13	31. On September 25, 2020, Tecumseh wired the \$481,023.10 purchase price for the 1-F Accounts to Infinity's Nevada State Bank account ending in 8480.	
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15		
16	<i>See</i> monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated September 30, 2020 submitted herewith as <u>Exhibit 17</u> .	
17		
18	32. On September 30, 2020, Tecumseh issued a seventh Receivables Purchase Order to Infinity (the " <u>1-G Purchase Order</u> ") identifying 13 separate accounts receivable (the " <u>1-G Accounts</u> ") it intended to purchase from Infinity for a total price of \$55,459.80.	
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23	The 1-G Purchase Order was filed in Infinity's chapter 7 case at ECF No. 201-010 and designated as "Exhibit D-7". A copy of the 1-G Purchase Order submitted herewith as <u>Exhibit 21</u> .	
24		
25	33. The purchase price for the 1-G Accounts was paid using proceeds that Infinity had collected on certain of the Sold Accounts receivable Infinity had previously sold to Tecumseh. On September 30, 2020, Infinity paid itself the \$55,459.80 purchase price for	
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1	the 1-G Accounts through a check drawn on a Bank of America account established by Infinity and Tecumseh for the purpose of collecting proceeds of the Sold Accounts (the “BOA Account”), which was deposited to Infinity’s Nevada State Bank account ending in 6375.	
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5	The BOA Account was established under Infinity’s trade name, Infinity Health Connections. <i>See</i> Hemmers Transcript (Exhibit 3), p. 119, ll. 1-25; <i>see also</i> account statements from the BOA Account on file in Infinity’s chapter 7 case at ECF No. 156-1; <i>see also</i> monthly account statement for Infinity’s Nevada State Bank account ending in 6375 dated September 30, 2020 submitted herewith as Exhibit 22.	
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11	34. On September 30, 2020, Infinity executed an Assignment and Bill of Sale by which it sold and assigned the 1-G Accounts to Tecumseh	
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13	<i>See</i> September 30, 2020 Assignment and Bill of Sale for the 1-G Accounts submitted herewith as Exhibit 23.	
14		
15	35. On October 4, 2020, Tecumseh issued an eighth Receivables Purchase Order to Infinity (the “1-H Purchase Order”) identifying approximately 310 separate accounts receivable (the “1-H Accounts”) it intended to purchase from Infinity for a total price of \$149,802.81	
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20	The 1-H Purchase Order was filed in Infinity’s chapter 7 case at ECF No. 201-011 and designated as “Exhibit D-8”. A copy of the 1-H Purchase Order submitted herewith as Exhibit 24.	
21		
22		
23	36. On October 4, 2020, Infinity executed an Assignment and Bill of Sale by which it sold and assigned the 1-H Accounts to Tecumseh	
24		
25	<i>See</i> October 4, 2020 Assignment and Bill of Sale for the 1-H Accounts submitted herewith as Exhibit 25.	
26		
27	37. On October 7, 2020, Tecumseh wired the \$149,802.81 purchase price for the 1-H	
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1	Accounts to Infinity's Nevada State Bank account ending in 8420.	
2		
3	<i>See monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated October 30, 2020 submitted herewith as <u>Exhibit 26</u>.</i>	
4		
5	38. On October 12, 2020, Tecumseh issued a ninth Receivables Purchase Order to Infinity (the " <u>1-I Purchase Order</u> ") identifying approximately 718 separate accounts receivable (the " <u>1-I Accounts</u> ") it intended to purchase from Infinity for a total price of \$209,320.99.	
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10	The 1-I Purchase Order was filed in Infinity's chapter 7 case at ECF No. 201-012 and designated as "Exhibit D-9". A copy of the 1-I Purchase Order submitted herewith as <u>Exhibit 27</u> .	
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12		
13	39. On October 14, 2020, Tecumseh wired the \$209,320.99 purchase price for the 1-I Accounts to Infinity's Nevada State Bank account ending in 8420.	
14		
15	<i>See monthly account statement for Infinity's Nevada State Bank account ending in 8420 dated October 30, 2020 submitted herewith as <u>Exhibit 26</u>.</i>	
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17		
18	40. On October 23, 2020, Tecumseh issued a tenth Receivables Purchase Order to Infinity (the " <u>1-J Purchase Order</u> ") identifying approximately 125 separate accounts receivable (the " <u>1-J Accounts</u> " and together with the 1-A Accounts, 1-B Accounts, 1-C Accounts, 1-D Accounts, 1-E Accounts, 1-F Accounts, 1-G Accounts, 1-H Accounts, and 1-I Accounts, the " <u>Sold Accounts</u> ") it intended to purchase from Infinity for a total price of \$136,063.26.	
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25	The 1-J Purchase Order was filed in Infinity's chapter 7 case at ECF No. 201-013 and designated as "Exhibit D-10". A copy of the 1-J Purchase Order submitted herewith as <u>Exhibit 28</u> .	
26		
27		
28	41. On October 26, 2020, Tecumseh wired the	

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1	\$136,063.26 purchase price for the 1-J	
2	Accounts to Infinity's Nevada State Bank	
3	account ending in 8420.	
4	<i>See</i> monthly account statement for Infinity's	
5	Nevada State Bank account ending in 8420	
6	dated October 30, 2020 submitted herewith	
7	as <u>Exhibit 26</u> .	
8		
9	42. Through the Purchase Orders and the Sold	
10	Accounts, Tecumseh paid a total of	
11	\$1,912,083.19 to Infinity for the Sold	
12	Accounts, which had a total face value of	
13	\$6,792,518.86 at the time of sale.	
14	<i>See generally</i> Purchase Orders and related	
15	documents attached as <u>Exhibits 6-28</u> .	
16		
17	43. Each of the Sold Accounts was purchased by	
18	Infinity using funds paid from its operating	
19	account at Nevada State Bank prior to the	
20	sale or assignment of any interest in such	
21	Sold Account to Tecumseh and prior to the	
22	receipt of payment from Tecumseh.	
23	A list of the Disputed Accounts is on file in	
24	Infinity's chapter 7 case at ECF Nos. 201-1	
25	and 201-2. That list includes a column	
26	labeled "PaidDate", which denotes the date	
27	on which each Disputed Account was	
28	acquired by Infinity. <i>See</i> Hemmers	
	Transcript (<u>Exhibit 3</u>), pp. 38-39 (Q: "... the	
	Paid Date shown here in column DV, does	
	that represent the date on which Infinity	
	acquired the receivable?" A: "Yeah, that's	
	the date, yeah.")	
	44. Tecumseh does not dispute that it purchased	
	the Sold Accounts from Infinity pursuant to	
	the above-described Purchase Orders.	
	<i>See Amended Declaration of Chad Myer in</i>	
	<i>Support of Motion of Party in Interest</i>	
	<i>Tecumseh-Infinity Medical Receivables</i>	
	<i>Fund, LP to (1) Abandon Property and (2)</i>	
	<i>Lift Automatic Stay</i> filed in Infinity's chapter	
	7 case at ECF No. 201, ¶ 11 ("[Tecumseh]	
	purchased the remaining Tecumseh	
	Receivables from the Debtor. Attached as	
	Exhibits D-1 to D-11 are purchase orders	
	reflecting the purchase of [the] Tecumseh	

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	Receivables from the Debtor.”).	
45.	<p>Tecumseh did not file any UCC-1 financing statement to perfect any interest it purchased in any of the Sold Accounts.</p> <p>A UCC Search Report from the Office of the Secretary of State of the State of Nevada submitted herewith as <u>Exhibit 29</u>.</p>	
46.	<p>On or about December 3, 2021, Chapter 7 Trustee Robert E. Atkinson, through his counsel, filed a <i>Motion to: (I) Approve Sale of Certain Assets; (II) Set Sale/Auction Procedures; and (III) Set Auction Hearing Date</i> (the “<u>Sale Motion</u>”) seeking to sell whatever interest the bankruptcy estate may have in the Tecumseh Receivables (as defined therein) (i.e., the Disputed Accounts, including the Sold Accounts that are the subject of this Motion) as well as all claims and causes of action that the Trustee or bankruptcy may have relating thereto. Ultimately, HASelect purchased all of the estate’s rights and interests in the Disputed Receivables, which includes the Sold Accounts subject of HASelect’s motion for partial summary judgment.</p> <p>See ECF Nos. 175, 190, and 191 on file in Infinity’s chapter 7 case.</p>	

DATED this 22nd day of March 2022.

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/s/ Bart K. Larsen, Esq.

Bart K. Larsen, Esq.

Kyle M. Wyant, Esq.

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*Attorneys for HASelect-Medical Receivables
 Litigation Finance Fund International SP*

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CERTIFICATE OF SERVICE

1. On March 22, 2022, I served the following document(s): **STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF HASELECT-MEDICAL RECEIVABLES LITIGATION FINANCE FUND INTERNATIONAL SP'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System:

CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON
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☐ b. United States mail, postage fully prepaid:

☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):
Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax transmission or a

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1731 Village Center Circle, Suite 150
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1 court order, I faxed the document(s) to the persons at the fax numbers listed below. No
2 error was reported by the fax machine that I used. A copy of the record of the fax
transmission is attached.

3 ☐ f. By messenger:

4 I served the document(s) by placing them in an envelope or package addressed to the
persons at the addresses listed below and providing them to a messenger for service.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Dated: March 22, 2022.

7 By: /s/ Bart K. Larsen, Esq.